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Title Number CH41353

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THIS CONVEYANCE is made the Seventh day of October 1968
BETWEEN VINCENT RAYMOND MUNOZ-RAMOS of 49 Telegraph Road Heswall
 in the County of Chester Chartered Auctioneer and Estate Agent and JOHN
DOUGLAS ESCOINE of "Tara" Lightfoot Lane Gayton in the said County of
 Chester Surveying Assistant (hereinafter called "the Vendors") of the one
 part and ARTHUR HUGHES of 10 South Drive in the City of Liverpool Plumber
 (hereinafter called "the Purchaser") of the other part

WHEREAS:-

(1) By an Indenture (hereinafter called "the Rent Charge Deed") dated the 27th day of March 1906 and made between John Roberts of the one part and Catherine Elizabeth Radcliffe of the other part the property hereinafter described together with the adjoining properties Numbered 125, 127, 131, 133, 135 and 137 Downham Road Trammere Birkenhead in the County of Chester was limited to the use that the said Catherine Elizabeth Radcliffe might receive a perpetual yearly rentcharge of £20. 0. 0d to be issuing and payable out of the said properties and to be payable by equal half yearly payments on the 29th day of March and the 29th day of September in every year and subject to the said rentcharge and all powers and remedies for recovery of the same to the use of the said John Roberts in fee simple And by the Rent Charge Deed the said John Roberts entered into covenants with the said Catherine Elizabeth Radcliffe for payment of the said rentcharge and in respect of building and other matters as therein mentioned

(2) By virtue of divers mesne conveyances acts in the law and events and ultimately a Conveyance dated the 19th day of May 1960 and made between Trevor Emlyn Jones of the one part and the Vendors of the other part the properties comprised in the Rent Charge Deed were conveyed by the said Trevor Emlyn Jones to the Vendors in fee simple upon the statutory trusts as defined by the Law of Property Act 1925 which include a trust for sale subject to (i) the restrictive covenants and conditions hereinafter mentioned (ii) the payment of the said perpetual yearly rentcharge of £20. 0. 0d created by the Rent Charge Deed and (iii) the covenants on the part of the grantee and conditions in the Rent Charge Deed contained

(3) Under and by virtue of the several Conveyances specified in the First and Second Columns of the First Schedule hereto (hereinafter together referred to as "the Scheduled Conveyances") certain parts of the land

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comprised in the Rent Charge Deed with the messuages or dwellinghouses thereon erected respectively and more particularly described by their street numbers in the Third Column of the said Schedule were conveyed to the Grantees named in the said Conveyances respectively and by the Scheduled Conveyances the said yearly rent charge of £20. 0. 0d was expressed to be apportioned between the properties thereby respectively conveyed and the residue of the property comprised in the Rent Charge Deed and for the time being retained by the respective Grantors in the manner appearing from the Fourth Column of the said Schedule leaving the yearly rent or sum of £5. 0. 0d now payable by the Vendors as the balance of the said yearly rent charge in respect of the residue of the land comprised in the Rent Charge Deed and retained by them

(3) The Vendors have agreed with the Purchaser for the sale to him at the price of £800. 0. 0d of the fee simple of the property hereinafter described and hereby conveyed (being a further part of the property comprised in the Rent Charge Deed) subject to the payment of the yearly rent or sum of £5. 0. 0d as ^{the remaining} ~~a further apportioned~~ part of the said yearly rent charge of £20. 0. 0d and subject also as hereinafter appearing but otherwise free from incumbrances

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum of £800. 0. 0d now paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as Trustees and in execution of the said trust for sale HEREBY CONVEY unto the Purchaser ALL THAT piece of land situate on the South side of Downham Road Tranmere Birkenhead in the County of Chester forming the site and curtilage of and TOGETHER with the messuage or dwellinghouse thereon erected and known as Number 129 Downham Road aforesaid AND TOGETHER with the free use and enjoyment of the common passage and sewers with the outlets thereof abutting on the property hereby assured or usually enjoyed therewith in common with all other persons entitled to the like privilege TO HOLD the same unto the Purchaser in fee simple SUBJECT (1) to the restrictive covenants and conditions contained in a Conveyance dated the 26th day of March 1906 and made between Roginald Heber Radcliffe of the one part and the said John Roberts of the other part so far as the same relate to the property hereby assured and are still

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subsisting and capable of being enforced (2) the future payment of the perpetual yearly rent or sum of £5. 0. 0d as a proportionate but not legally in respect of the property hereby conveyed apportioned part of the entire rent of £20. 0. 0d reserved by the Rent Charge in exoneration of the property now retained by the Vendors Doed/(3) the covenants on the part of the Grantee (other than the covenant for payment of the said entire rent charge) and conditions in the Rent Charge Deed contained so far as the same relate to the property hereby assured and are still subsisting and capable of being enforced AND SUBJECT ALSO to but with the full benefit and advantage of all the covenants powers remedies and charges contained or implied in or conferred by the Scheduled Conveyances respectively

2. The Purchaser HEREBY CHARGES the premises hereby conveyed with the payment of all such money (if any) as may become payable under the covenants on his part implied herein under Section 77 of the Law of Property Act 1925

3. With the object of affording to the Vendors a full indemnity but not further or otherwise the Purchaser HEREBY COVENANTS with the Vendors that the Purchaser and his successors in title will henceforth perform and observe the said restrictive covenants and conditions so far as the same relate to the property hereby assured and are still subsisting and capable of being enforced and will indemnify the Vendors and their respective estates from and against all claims and demands in respect of any breach of the said restrictive covenants and conditions so far as aforesaid

4. There shall be implied herein the same covenants on the part of the Vendors as would have been implied herein by virtue of Section 77 (1) (B) (ii) of the Law of Property Act 1925 if the Vendors had conveyed or been expressed to convey as Beneficial Owners

5. The powers and remedies conferred by Section 190 of the Law of Property Act 1925 shall be deemed to be incorporated herein

6. There is excepted and reserved out of this Conveyance to the Vendors and their successors in title in fee simple the free passage and running of water and soil to and from their adjoining property and any buildings for the time being thereon through and along the sewers and drains eaves troughs and down spouts at present used for the purpose in or over or under the property hereby conveyed with power for them and their successors in title the owner or owners of such adjoining property or any part thereof to enter for the purpose of cleansing repairing and renewing the said

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sewers drains eaves troughs downspouts or any of them doing as little damage as possible to the property entered upon and making good the same without unnecessary delay at their own cost and paying compensation for any damage done or occasioned by the exercise of this power

7. Notwithstanding anything hereinbefore contained IT IS HEREBY AGREED AND DECLARED that the walls on the Easterly and Westerly sides of the property hereby conveyed shall be party walls and that as between the said property and the adjoining property now or formerly belonging to the Vendors on the Easterly and Westerly sides all rights to light flow of water and drainage and other easements or quasi-easements shall remain as they have hitherto existed under one ownership

8. The Vendors HEREBY ACKNOWLEDGE the right of the Purchaser to production of the documents specified in the Second Schedule hereto (the possession whereof is retained by the Vendors) and to delivery of copies thereof

9. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £5,500. 0. 0d

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE before referred to

| <u>DATE</u> | <u>PARTIES</u> | <u>PROPERTY</u> | <u>APPORTIONED RENT PAYABLE BY GRANTEE</u> |
|--------------------|--|------------------|--|
| 22nd February 1962 | Vendors (1) Edward Pownall Jones (2) Joseph Wise (3) | 131 Downham Road | £5. 0. 0d |
| 31st March 1962 | Vendors (1) Edward Pownall Jones (2) Harry Ison and Elsie Elizabeth Ison (3) | 133 Downham Road | £5. 0. 0d |
| 4th May 1962 | Vendors (1) Edward Pownall Jones (2) Robert Jones and Olwen Jones (3) | 127 Downham Road | £5. 0. 0d |

THE SECOND SCHEDULE before referred to

27th March 1906

RENT CHARGE DEED

28th March 1906

MORTGAGE of this date made between the said John Roberts of the one part and James Jennison of the other part

14th August 1907

CONVEYANCE OF THE EQUITY of this date made between the said John Roberts of the one part and John Henry Jones of the other part

3rd September 1909

DEED OF COVENANT of this date made between the said John Henry Jones of the one part and James Jennison of the other part

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4th April 1939

TRANSFER OF MORTGAGE of this date made between Richard Jennison of the one part and The District Bank Limited of the other part with statutory Receipt endorsed dated the 8th day of May 1960

19th May 1960

CONVEYANCE of this date hereinbefore mentioned

19th July 1960

LEGAL CHARGE of this date made between the Vendors of the one part and the said Edward Pownall Jones of the other part (with Vacating Receipt dated the 30th May 1963 endorsed)

4th August 1960

ACKNOWLEDGMENT of this date given by District Bank Limited

22nd February 1962

31st March 1962

4th May 1962

Duplicates of the Scheduled Conveyances

SIGNED SEALED AND DELIVERED

by the said Vincent Raymond Munoz-Ramos in the presence of:-

Hazel Green,
20 Faircombe Avenue,
Upton,
Birkenhead.

(Married Woman).

SIGNED SEALED AND DELIVERED

by the said John Douglas Escolme in the presence of:-

D. Roberts,
33 Plymouth Street,
Shotton,
Estate Manager.

SIGNED SEALED AND DELIVERED

by the said Arthur Hughes in the presence of:-

H. Burrows,
126 Church Road,
Bebington,
Cheshire.
Painter and Decorator.

V. Munoz-Ramos

L.S.

John Douglas Escolme

L.S.

A. Hughes

L.S.

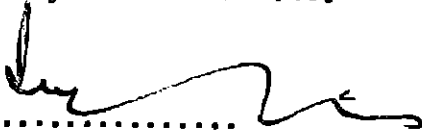
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We hereby certify this to be a true copy of the Conveyance dated the 7th day of October 1968.

DATED

7th October

1968



MESSESR. V. R. MUNOZ-RAIOS &
J. D. ESCOINE

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A. HUGHES ESQ

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CONVEYANCE

relating to freehold land and premises
Known as Number 129 Downham Road Tranmere
Birkenhead in the County of Chester

FENTONS
Solicitors
11/13 Victoria Street
Liverpool 2.